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License and Support Conditions

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Drives DataHub

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1 General Provisions (Part A)

1.1 General Provisions

- 1.1.1 Lenze SE ("Lenze"; Hans-Lenze-Strasse 1, D-31855 Aerzen; Registry Court: Local Court of Hannover, HRB 204803) provides and renders services for the standard Software Drives DataHub to corporate clients (Section 14 of the German Civil Code (BGB)) and clients under public law on the basis of the offer, the order confirmation and the following General Terms and Conditions (collectively referred to as "Contractual Terms and Conditions").

1.2 Validity of the License and Support Conditions

- 1.2.1 Lenze offers the standard software described in the product description and related support services under the terms of this License and Support Conditions. Deviating general business terms and conditions of the Client shall not become part of the agreement, even if Lenze does not expressly object to their inclusion.
- 1.2.2 If the parties enter into individual contractual agreements in individual cases in deviation from the License and Support Conditions, such agreements shall take precedence over the License and Support Conditions. Deviating contractual agreements shall be specified in the order confirmation in each case, stating the provision from which deviation is to be made ("in deviation from Part X, Item Y of the License and Support Conditions, the following provision shall apply: ...").
- 1.2.3 In all other respects, it shall be presumed that the terms and conditions of the agreement accurately and fully reflect the agreements made between the parties and that, accordingly, there are no ancillary agreements.

1.3 Proposals

Unless explicitly indicated otherwise, offers made by Lenze shall be subject to change. Information in Lenze's online store shall merely constitute an invitation to the Client to submit an offer ("invitatio ad offerendum").

1.4 Conclusion of Contract

- 1.4.1 After receipt of the Client's offer, the agreement shall be concluded through acceptance by Lenze. Acceptance normally takes place by sending an order confirmation.
- 1.4.2 In addition, a contract shall also be concluded if Lenze begins to perform the services after receipt of the Client's offer.

1.5 Prices

- 1.5.1 Compensation shall be based on the prices agreed upon when the respective agreement was concluded. All prices are net ex works in Euro.
- 1.5.2 Accordingly, all prices are exclusive of VAT, customs duties and ancillary costs.

1.6 Terms and Conditions of Payment

- 1.6.1 Unless otherwise agreed, the client is obliged to pay invoices within 14 days from the invoice date without deduction. If payment is not made within this period, the client shall be in default even without a prior reminder. Irrespective of further rights, Lenze shall be entitled to restrict or block services in the event of default on the part of the client. Lenze is entitled to send invoices electronically.
- 1.6.2 Offsetting by the Client is excluded unless the counterclaim has been legally established, is ready for a decision or is undisputed or involves a claim for compensation instead of performance from the same contractual relationship.
- 1.6.3 The Client shall only be entitled to assert a right of retention against Lenze's claims based on the same contractual relationship that are undisputed, ready for decision or legally established, or relates to a claim for rectification of defects from the same contractual relationship.
- 1.6.4 The assignment of claims against Lenze shall be excluded. Section 354a of the German Commercial Code shall remain unaffected.

1.7 Liability

- 1.7.1 Lenze shall be liable without limitation for damage caused intentionally or by gross negligence.
- 1.7.2 Lenze shall not be liable for slightly negligent breaches of duty, unless they pertain to damages resulting from injury to life, body or health or guarantees or claims under the Product Liability Act. Furthermore, liability for the breach of obligations, the fulfillment of which is essential for the proper execution of the contract and on the compliance with which the Client may regularly rely ("material contractual obligations"), shall remain unaffected. The same shall apply to breaches of duty by Lenze's vicarious agents.
- 1.7.3 To the extent that liability exists under the above provision for the slightly negligent breach of material contractual obligations, such liability shall be limited to the damage

typical and foreseeable for transactions of the same type, unless the damage is the result of a breach of warranty or injury to life, limb or health or relates to claims under the Product Liability Act.

- 1.7.4 Lenze shall not be liable for the loss of data if the damage is due to the fact that the Client has not carried out an independent data backup to thereby ensured that lost data can be restored with reasonable effort.
- 1.7.5 The above limitations of liability shall apply to the same extent in favor of Lenze's executive bodies, legal representatives, employees and other vicarious agents.

1.8 Confidentiality

- 1.8.1 The parties undertake to use all internal technical and commercial information (e.g. prices, costs, etc.) of the other party obtained in the course of the performance of the contract, including such information which (a) is exchanged or becomes accessible in the course of the use of the Contractual Software, (b) is obtained in the course of accessing databases or (c) results from any samples – hereinafter collectively referred to as "Information" – only for the purposes and within the scope of the provisions of this agreement, but otherwise to treat it as confidential
- and not to make it accessible to third parties without the prior written consent of the respective other party and to make it accessible
 - only to those persons who require it for the purposes of the agreement and who have been obligated to maintain confidentiality.
- 1.8.2 The foregoing obligations shall not apply to such information for which the receiving party proves that it had knowledge thereof
- prior to receipt, or
 - which was available to the public prior to receipt, or
 - which became available to the public after receipt without the receiving party's being responsible for this, or
 - which was made available to it at any time by a third party without an obligation of confidentiality, or
 - which has already been independently developed by the Receiving Party, whereby the independent development is to be evidenced in writing.
- 1.8.3 The above confidentiality obligations shall apply beyond the termination of the agreement until the information has become public.

1.9 Subcontractors

Lenze shall be entitled to have the services owed under the agreement performed by subcontractors

1.10 Legal Venue

The legal venue for all disputes arising from and in connection with the agreement shall be Lenze's registered office, provided that the Client is a merchant, a legal entity under public law or a special fund under public law. Lenze shall also be entitled to take legal action at the Client's registered office.

1.11 Choice of law

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German private international law.

2 Software Transfer Agreement (Part B)

2.1 Validity of Part B

Part B shall apply if Lenze provides the Client with one or more perpetual licences for the Drives DataHub product. "Perpetual License" means the version of the Drives DataHub software specified in accordance with Lenze's license model, which is the subject of the software transfer. In addition to the provisions of this Software Transfer Agreement, the provisions in Part A of the License and Support Conditions shall apply.

2.2 Subject of Agreement

- 2.2.1 The subject of this software transfer agreement is the permanent transfer of a program version of the standard software Drives DataHub by Lenze to the Client in exchange for a one-time payment (purchase).
- 2.2.2 Drives DataHub is a program offered as standard software that provides a gateway between compatible devices and an IIoT interface. Data is transmitted via a Lenze-specific protocol (southbound) and made available to higher-level systems based on MQTT or OPC UA via a standardized, manufacturer-independent interface (northbound). Details on the scope of functions and services, compatible devices and technical system requirements can be found in the product description of the Drives DataHub software.

An up-to-date overview of compatible devices is available at www.lenze.de.

2.3 Test license

- 2.3.1 If Lenze provides the Client with versions of the Drives DataHub software free of charge for the purpose of testing, the test period shall be limited to thirty calendar days and a maximum of 10 devices to be connected. After the test period has expired, the functions of the software can no longer be used, subject to activation of a perpetual license purchased for productive operation.
- 2.3.2 Upon expiration of the trial period, the client's right of use shall expire. Section 2.6 shall not apply.

2.4 Type and scope of service

- 2.4.1 Details of the specific scope of services (type, scope and quantity of perpetual licences) as well as the price conditions are set out in Lenze's order confirmation.
- 2.4.2 Lenze is obliged to deliver the software free of malware.
- 2.4.3 Lenze points out that the software has usage locks to ensure contractual use of the software.
- 2.4.4 In case of a new acquisition of a perpetual license, the Client shall receive maintenance and support services for the provided software without separate compensation in

accordance with the Support Agreement (Part C) for twelve months. The support period starts with the activation of the perpetual license. After the support period has expired, the client has the option to extend the support by purchasing a new Maintenance License. With the purchase of the Maintenance License, a support agreement is concluded for the new support period in accordance with Part C of these License and Support Conditions. The acquisition of a new Maintenance License requires an active purchase order by the Client.

2.5 Cooperation of the Client

- 2.5.1 The Client shall be responsible for providing the hardware suitable for the operation of the software and corresponding to the system requirements.
- 2.5.2 The Client shall be obligated to ensure the use of the software in accordance with the contract by taking appropriate technical and organizational measures. In particular, Client shall refrain from multiple use of license codes of a perpetual license for parallel installations of the software. The Client shall refrain from any manipulation of the license store or the system time.
- 2.5.3 Proper data backup is the responsibility of the Client.

2.6 Right of use

- 2.6.1 Upon full payment of the agreed purchase price, the Client acquires the right to install the software underlying the perpetual license on a computer and to use it as intended.
- 2.6.2 In this regard, upon full payment of the purchase price, Lenze grants the Client the non-exclusive right, unlimited in time and space, to use the software underlying the perpetual license as intended. The Client is entitled to save the software permanently or temporarily, to load it, to display it and to run it. This also applies if copies are necessary for this purpose. The Client is entitled to make a copy of the software for backup purposes.
- 2.6.3 The right of use pursuant to Section 2.6.2 shall only be transferable with the prior consent of Lenze. A right of the client to sublicensing does not exist.
- 2.6.4 The Client is prohibited from decompiling the software, converting it to another code form or making changes to the code. Mandatory statutory powers remain unaffected.

2.7 Upgrade of a perpetual license

- 2.7.1 Client may extend the number of connectable devices of a perpetual license for which maintenance and support services are obtained. With the activation of a higher-value perpetual license (e.g. from 10 devices to 50 devices), the lower-value one is overwritten by a higher-value perpetual license. The lower-value perpetual license is deactivated on this instance and can continue to operate on a new instance where required. The Maintenance License for the deactivated perpetual license that is also deactivated in the course of the deactivation can continue to be operated on a new

instance for the remaining term. The remaining term is one year (365 days) minus the duration for which the deactivated, low-value perpetual license was used.

- 2.7.2 With the transfer of the license code for the upgrade, the Client shall receive maintenance and support services for the transferred software in accordance with the Support Agreement (Part C) for the period of time shown on the software license certificate. The upgrade of the existing Maintenance License to the new number of devices to be connected and the extension of the support time to the period shown in the software license certificate shall not be charged by Lenze separately, i.e. beyond the compensation of the license upgrade of the perpetual license.

2.8 Place of performance, transfer of risk, shipment

- 2.8.1 The place of performance is Lenze's registered office.
- 2.8.2 If the software is shipped, the risk of accidental loss and accidental deterioration shall pass to the Client upon handover to the transport person.
- 2.8.3 The Client shall bear the shipping and packaging costs.

2.9 Software defects

- 2.9.1 Lenze is obliged to provide the software free of material defects and defects of title.
- 2.9.2 The limitation period for claims based on material defects and defects of title is twelve months.
- 2.9.3 Claims for defects shall not exist if the Client does not observe the system requirements when using the software, unless the Client proves that this use is not the cause of the reported defect.
- 2.9.4 The Client shall report defects without undue delay, describing the defect in detail and providing all information useful for the detection and diagnosis of the defect. The report shall be sent to Lenze's support organization (see Part C, Section 3.5.2 of the License and Support Conditions).
- 2.9.5 Lenze shall remedy any reported defects within a reasonable period of time by supplying a new program version that eliminates the defect. Lenze may provide a work-around solution to the extent and as long as this is reasonable for the Client.

2.10 Open Source Components

The Drives DataHub software uses open source software. More detailed information on the components used, the licensing conditions applicable to them and the provision of the open source software can be found, in the legal notices for the software, among other places.

3 Support Agreement (Part C)

3.1 Scope of application

Part C regulates the maintenance and support services to be provided by Lenze on the basis of a Maintenance License. In addition to the provisions of this Software Transfer Agreement, the provisions in Part A of the License and Support Conditions shall apply.

3.2 Subject of Agreement

- 3.2.1 The subject of the Support Agreement is the maintenance and support services to be provided by Lenze for the Contractual Software during the term of the agreement.
- 3.2.2 Maintenance services include the provision of new program versions for the Contractual Software.
- 3.2.3 Support services include user support.
- 3.2.4 Maintenance and support services are generally provided as a service.
- 3.2.5 Contractual Software, Maintenance License, reinstatement in the maintenance plan
- 3.2.6 The services under the Support Agreement are limited to the perpetual license of the Drives DataHub Software for which Client has purchased a Maintenance License ("Contractual Software"). After conclusion of the Support Agreement and payment of the agreed lump-sum compensation, Lenze shall provide the Client with a license code to activate the Maintenance License.
- 3.2.7 The Maintenance License code may only be used for the Contractual Software. If the Client has further perpetual licenses of the Drives DataHub software for which he would like to obtain new program versions or request support services, the purchase of a separate Maintenance License is required in each case.
- 3.2.8 If Client wishes to include in the Maintenance a version of the Drives DataHub software for which there is no active Maintenance License, the period for which there was no active Maintenance License must be relicensed.

3.3 Term of the Support Agreement

The term of the Support Agreement is defined and evident in the software license certificate. The term of the Support Agreement starts with the activation of the Maintenance License. After expiration of this period, the Support Agreement shall end without separate notice of termination, provided that the Client does not order another Maintenance License for the Contractual Software.

3.4 Transfer of new program versions

- 3.4.1 During the term of the Support Agreement, Lenze shall provide the Client with new program versions (updates) of the Contractual Software.
- 3.4.2 Lenze shall always grant the Client the rights to new program versions that exist for the previous version of the Contractual Software.
- 3.4.3 The Client is responsible for the prompt installation of new program versions.

3.5 Support

- 3.5.1 As part of its user support, Lenze receives fault reports and questions about the use of the Contractual Software.
- 3.5.2 Lenze's support organization can be contacted as follows:
Contact: <https://www.lenze.com/de-de/support>
Phone: 008000 24 46877 (Lenze Expert Helpline)
- 3.5.3 Lenze's support organization is staffed during the regular working days of the respective countries. Lenze responds to support requests within two working days.

The following service hours apply:

Day	Time
Monday to Friday	08:00 a.m. to 12:00 noon / 1:00 p.m. to 5:00 p.m.
On holidays, the support organization is not staffed.	

- 3.5.4 To the extent possible, Lenze will rectify the reported fault by providing guidance by telephone and, if agreed, answer questions on the use of the standard software. If this does not succeed, Lenze is obliged to forward the fault report for troubleshooting within the support organization or to otherwise clarify the questions regarding use and to transmit the answers by telephone or e-mail.
- 3.5.5 User support is provided in German and English.
- 3.5.6 Each party shall bear its own telecommunications costs.

3.6 Client's duties to cooperate

- 3.6.1 The Client shall be obligated to ensure the use of the software in accordance with the contract by taking appropriate technical and organizational measures. In particular, Client shall refrain from multiple use of license codes of a Maintenance License for parallel installations of the software.
- 3.6.2 The Client shall duly provide Lenze with the necessary information and documents from its sphere of responsibility and shall support Lenze in fault diagnosis and troubleshooting. In particular, the Client shall report malfunctions without delay, providing a

detailed description of the error and all information useful for the detection and diagnosis of the fault.

3.6.3 If remote access to the Client's system is required for fault analysis, the Client shall provide Lenze with the necessary technical facilities.

3.6.4 The Client is responsible for proper data backup.

3.7 Defects in maintenance services

3.7.1 Lenze shall be obliged to provide new program versions of the agreed software free of material defects and defects of title.

3.7.2 The limitation period for claims based on material defects and defects of title is twelve months.

3.7.3 Claims for defects shall not exist if the Client does not observe the system requirements when using the software, unless the Client proves that this use is not the cause of the reported defect.

3.7.4 Lenze shall remedy any reported defects within a reasonable period of time by supplying a new program version that eliminates the defect. Lenze may provide a work-around solution to the extent and as long as this is reasonable for the Client. If the defect cannot be remedied, the Client may withdraw from the Support Agreement after setting two unsuccessful grace periods.

3.8 On-site service

3.8.1 Lenze shall generally provide the maintenance and support services at Lenze's registered office.

3.8.2 On-site services must be agreed separately. Lenze is entitled to charge for on-site work on a time and material basis in accordance with the current price list. Travel, ancillary and material costs shall be remunerated separately. Travel time is remunerated as working time.

4 Appendix

4.1 Terms

Term	Explanation
Perpetual license	Software which is purchased via a one-time license fee. Included in this license is a one-year maintenance license.
Maintenance license	The maintenance license is active for a clearly defined term (license certificate). Software maintenance and support services are guaranteed within this term.
Software maintenance and support	Within the Maintenance License term, further developments and improvements of any kind can be obtained free of charge.
IIoT	IIoT stands for Industrial Internet of Things and refers to a network of connected devices in the industrial sector. It is a subset of the "Internet of Things" (IoT).
Northbound	Describes a communication direction in the IIoT context. In the specific case, in the direction of the higher-level systems (e.g. cloud connectivity).
Southbound	Describes a communication direction in the IIoT context. In the specific case, in the direction of the lower-level field devices (e.g. inverters, sensors, etc.).
MQTT	MQTT stands for "Message Queuing Telemetry Transport". It is an open message protocol for cases where clients need a small code footprint and are connected to unreliable networks or networks with limited bandwidth resources.
OPC UA	OPC stands for "Open Platform Communication". The UA in OPC UA stands for "Unified Architecture" and refers to the latest specification of the standard. The difference to its predecessor lies in its platform independence by moving away from COM/DCOM to pure binary TCP/IP or alternatively SOAP communication.